

# EXHIBIT 1

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

# Group Insurance Contract

**Contract Holder: PRUVALUE<sup>SM</sup> INSURANCE TRUST NO. 3**

**Group Contract No.: PVIB - 03**

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules. Dividends are apportioned each year.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.

Secretary

Chairman of the Board

# Group Contract Schedule

**Contract Date:** April 1, 1999

**Contract Anniversaries:** January 1 of each year, beginning in 2000.

**Premium Due Dates:** The Contract Date, and the first day of the month beginning with May, 1999.

**Governing Jurisdiction:** State of Delaware

**Minimum Participation Number:** 1

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**Table of Contents** (as of the Contract Date): The Group Contract includes these forms with an 83500 prefix: COV 1004, GCS 1027, SPR 1001, GR 5022, MOD 1001, SCH 1001, APP 1001.

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Attest: \_\_\_\_\_

# Included Employers

## A. BECOMING AN INCLUDED EMPLOYER.

**Application and Approval:** An employer may become an Included Employer under the Group Contract if all these conditions are met.

- (1) The employer has applied to Prudential for a PruValue<sup>SM</sup> Insurance Benefits Program insurance plan. That plan will provide the benefits of one or more Coverages to the employer's Employees.
- (2) The employer's application has been approved by Prudential.
- (3) The conditions listed in the Rules for Inclusion below are met.
- (4) The employer has been accepted by the Contract Holder as a subscriber to the Contract Holder Trust.

An employer will be an Included Employer on the employer's Plan Effective Date. Prudential will determine the Plan Effective Date and will let the employer know that date.

An employer's Associated Companies, if any, are considered Included Employers under the Group Contract. Associated Companies are the employer's subsidiaries or affiliates named in the employer's application.

The employer must let Prudential know, in writing, when a company named as an Associated Company is no longer one of its subsidiaries or affiliates.

**Coverage:** Coverage of Employees of Included Employers is determined by these Included Employer provisions. But that Coverage is subject to the following:

- (1) The Schedule of Benefits or Benefit Highlights in the Group Insurance Certificate lists the available Coverages and their benefits.
- (2) For Coverages other than Disability Coverage, the Who is Eligible To Become Insured and When You Become Insured sections of the Group Insurance Certificates describe who is eligible for Employee Insurance and how they become insured for Employee Insurance. For Disability Coverages, the General Provisions section of the Group Insurance Certificates describe who is eligible for Employee Insurance and how they become insured for Employee Insurance.
- (3) For purposes of the Group Contract, Employees of an employer's Associated Companies are considered Employees of the employer. On any date when a company ceases to be an Associated Company, the Group Contract will be considered to end for Employees of that company. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of the Schedule of Plans of the Group Contract as Employees of an Included Employer.
- (4) An Employee of more than one Included Employer will be considered as an Employee of only one of those employers for the purpose of the Group Contract. The Employee's service with all other Included Employers will be treated as service with that one.

### **Terms Used in Rules for Inclusion.**

**Eligible Employees:** The Who is Eligible To Become Insured section or the General Provisions section of the Group Insurance Certificate states when an Employee is eligible for Employee Insurance under the Group Contract. The term "Eligible Employee, " as used in the Rules for Inclusion below, means an Employee who becomes eligible for insurance on the Included Employer's Plan Effective Date. The Employee's employment must, however, continue with the Included Employer to that date. The Employee must also be in the Covered Classes on that date. If an Employee has no Qualified Dependents, the Employee is not eligible for Dependents Insurance.

**Enrollment:** An Employee has enrolled for an insurance if the Employee has:

- (1) asked the Included Employer for the insurance on a form approved by Prudential; and,
- (2) agreed to pay the required contributions, if any.

**Required Enrollment:** If an Included Employer does not require Employee contributions toward the cost of any insurance under the Included Employer's plan, the Required Enrollment of that Included Employer's Eligible Employees is 100%. If an Included Employer requires Employee contributions, the Required Enrollment of such Employees is:

- (1) 100% for Included Employers who have fewer than 5 Eligible Employees;
- (2) all but one Employee for Included Employers who have 5 to 9 Eligible Employees;
- (3) 75% for Included Employers who have 10 or more Eligible Employees.
- (4) With respect to Dependents Coverage, 75% of Qualified Dependents of Eligible Employees for any Included Employer.

An Employee or Dependent may not become insured because the Employee or Dependent is unable to give satisfactory evidence of insurability to the Prudential. In that case, the Employee or Dependent will not be counted in determining the Required Enrollment.

### **Rules for Inclusion.**

- (1) The Included Employer must be engaged in business in this industry: Service
- (2) The Included Employer's main place of business must be in one of these locations:
  - (a) a state of the United States;
  - (b) the District of Columbia;
  - (c) the Territory of Guam; or
  - (d) the Virgin Islands of the United States.
- (3) The Included Employer's application for the insurance plan and all enrollments for Employees who will become insured for Employee Insurance on the Plan Effective Date must be made within one month.

- (4) If there are only two Eligible Employees of the Included Employer, each must have a separate residence and neither may be a member of the same family. If an Included Employer has three Eligible Employees, no more than two of those Eligible Employees may be members of the same family. If an Included Employer has at least four Eligible Employees, no more than three of those Eligible Employees may be members of the same family.
- (5) The business of the Included Employer must not be operated out of the residence of the Included Employer.
- (6) An Included Employer must have been in the business in which it currently operates for at least 12 months.
- (7) An employer may not become an Included Employer if the employer's plan of benefits has been underwritten by more than two insurance carriers in the three years immediately preceding the employer's application for inclusion under the Group Contract.
- (8) If an Included Employer requires Employee contributions, the amount required of an Employee cannot exceed 75% of the cost of the benefits for which the Employee is insured.
- (9) The first premium for the Included Employer must have been received by Prudential.

## **B. EMPLOYER TRANSFERRED FROM ANOTHER GROUP CONTRACT OR GROUP POLICY.**

If a group contract or group policy (called "group contract" below) issued by Prudential to another Employee Benefits Program Insurance Trust ends, or, if insurance with respect to an Included Employer under another group contract issued by Prudential to another Employee Benefits Program Insurance Trust ends in order that it be replaced by insurance under this Group Contract, an Included Employer included under that other group contract will be automatically included under this Group Contract if the Contract Holder notifies Prudential. In that case, the following will apply to that Included Employer's insurance:

- (1) The Coverages and benefits for the Included Employer's Employees will be those that most closely resemble the Coverages and benefits of the Included Employer's insurance plan under the other group contract. Prudential will decide which Coverages and benefits they are. This will apply until the Included Employer changes its plan.
- (2) Prudential's right to change premium rates for the Included Employer under this Group Contract will be the same as if the Included Employer had continued to be included under the other group contract. This will apply until the first date Prudential could have changed the rates under the other group contract.

If a person was a covered person under the other group contract when it ended and would have continued to be a covered person had the other group contract not ended as to the Included Employer, the following will apply:

- (1) Each such person will become a Covered Person under the Group Contract when the other group contract ends as to the Included Employer. Each person will be covered in the same capacity as they were under the other group contract, either as an Employee or as a Qualified Dependent.

- (2) The Coverages under which each such person is covered will be those which are determined by Prudential to be most similar to the person's coverage under the other group contract. This also applies to the level of benefits under such Coverages. Those Coverages and levels of benefits are subject to change as provided in the Group Contract.
- (3) The Beneficiary or Beneficiaries chosen by an Employee under the other group contract will continue to apply under the Group Contract. The Employee may change that Beneficiary at any time according to the Beneficiary Rules in the Group Insurance Certificate.
- (4) Benefits paid or payable under the coverages of the other group contract will be considered as paid under the Group Contract. But, if benefits are payable under the other group contract for a loss sustained by an person, benefits will not be payable under the Group Contract for that same loss.
- (5) An assignment by an Employee of the Employee's insurance under the other group contract which was allowed by that contract will apply to the replacing insurance under the Group Contract.

### **C. CHANGES IN INSURANCE PLAN.**

An Included Employer may apply to Prudential for a change in the Included Employer's insurance plan. Prudential must approve the application. The Included Employer's insurance plan will automatically be modified to the extent of the changes approved by Prudential. The changes will be effective as of the plan change effective date. The plan change effective date is determined by Prudential. The Delay of Effective Date section applies to any change in the insurance of a Covered Person resulting from the change in the Included Employer's insurance plan.

The Included Employer's application for plan change and all Employee enrollment for the revised plan must be made within one month.

The premium due for the Included Employer on the Premium Due Date just before the Included Employer applied for a change must have been received by Prudential.

### **D. CEASING TO BE AN INCLUDED EMPLOYER.**

An Included Employer will cease to be an Included Employer when the Group Contract ends for such Included Employer under the provisions of the Group Contract's General Rules.

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# General Rules

## **A. PAYMENT OF PREMIUMS - GRACE PERIOD.**

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due with respect to each Included Employer on that Included Employer's Plan Effective Date. Later premiums are due on the same day of each month as the Included Employer's Plan Effective Date. But, a premium is due: (1) on the last day of the month, if the Included Employer's Plan Effective Date is on the thirty-first day of a month; and (2) on the last day of February, if the Included Employer's Plan Effective Date is on the twenty-ninth or thirtieth day of a month. The Contract Holder may pay each premium other than the first within 31 days of the Included Employer's Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for each Included Employer for the time the Group Contract is in force with respect to that Included Employer. The Contract Holder is not so liable if the Contract Holder and the Included Employer mutually agree that such Included Employer is directly liable, as provided in the End of the Group Contract or of an Insurance for an Included Employer section of these General Rules.

## **B. PREMIUM AMOUNTS.**

The premium due for an Included Employer on each Premium Due Date is the sum of the premium charges for the insurance then provided for that Included Employer under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Included Employer that the Employee's insurance has ended.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

No premium charge will be made for an insured Employee under the Long Term Disability Coverage while the Employee:

- (1) is Disabled; and
- (2) is entitled, after the Elimination Period, to benefits under the Coverage.

## **C. PREMIUM RATE CHANGES.**

The premium rates in effect for an Included Employer on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. Prudential has the right to change premium rates for an Included Employer:

- (1) As of any Premium Due Date for that Included Employer; and
- (2) As of any date that an employer becomes, or ceases to be, an Included Employer; and



- (3) As of any date that the insurance for Employees of that Included Employer changes at the Included Employer request; and
- (4) For a Coverage, as of any date that the extent or nature of the risk under that Coverage is changed as to the Included Employer: (a) by amendment of the Group Contract; or (b) by reason of any provision of law or any governmental program or regulation; or (c) by termination of, or any change in, benefits not in that Coverage but considered in determining the premium rates for that Coverage.

But, unless the Schedule of Premium Rates or an amendment states otherwise, (1) above will not be used to change premium rates for an Included Employer within 12 months of the Included Employer's Plan Effective Date.

Prudential will tell the Included Employer when a change in the premium rates is made.

#### **D. PREMIUM REFUNDS.**

Prudential will determine the premium refund, if any, allocable to the Group Contract as of each Contract Anniversary, if the Group Contract stays in force by the payment of all premiums to that date. The premium refund will be credited to the Group Contract as of that date. If the Group Contract ends on a date other than a Contract Anniversary, the premium refund, if any, will be determined and credited to the Group Contract as of that date.

Each premium refund will be paid to the Contract Holder in cash unless the Contract Holder asks that it be applied toward the premium then due.

Prudential's sole liability as to any premium refund is as set forth above.

**Non-profit Clause:** This applies if the aggregate premium refunds under the Group Contract and any other group contract(s) of the Contract Holder exceed the aggregate payments toward their cost made from the Included Employer's own funds. The Contract Holder will see that an amount equal to the excess is applied for the benefit of insured persons.

#### **E. END OF THE GROUP CONTRACT OR OF AN INSURANCE FOR AN INCLUDED EMPLOYER.**

**End of Period of Payment - Failure to Pay Premiums:** If an Included Employer fails to make a payment required in connection with the Contract Holder Trust within the time the Contract Holder allows for such payments, the Group Contract will end for that Included Employer at the end of such time. But the Included Employer may write to the Contract Holder, in advance, to ask that the Group Contract be ended at the end of the period for which premiums for that Included Employer have been paid or at any time during the time the Contract Holder allows for such payments. Then the Group Contract will end for that Included Employer on the date requested. If the Contract Holder and the Included Employer mutually agree, the Included Employer will be directly liable to Prudential for paying a pro-rata premium for the time the Group Contract was in force for such Included Employer beyond the period to which the last payment made by the Included Employer applied.

**During or at End of Grace Period - Failure to Pay Premiums:** If any premium for an Included Employer is not paid by the end of its grace period, the Group Contract will end when that period ends with respect to that Included Employer. But it may be ended earlier for an Included Employer as provided above.

**On a Premium Due Date - Failure to Maintain Insuring Conditions:** On any Premium Due Date for an Included Employer, Prudential may end the part of the Group Contract for Employee Insurance or Dependents Insurance under a Coverage for that Included Employer if one or more of the following

conditions then exists for that part. But notice of its intent to do so must be given to that Included Employer at least 31 days in advance.

The insured Employees of an Included Employer are:

- (1) less than the Minimum Participation Number; or
- (2) less than the Required Enrollment; or
- (3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance: or
- (4) in total, less than the Minimum Participation Number on both of these dates that occur within the 12 month period just before the date of the notice:
  - (a) on each of three Premium Due Dates; and
  - (b) on two Premium Due Dates in a row.

When condition (4) does not exist, the end of the Group Contract or of an insurance will not take effect if, before the date on which it would otherwise end, the condition(s) on which the notice was based no longer exists.

The Minimum Participation Number and the Required Enrollment are shown in the Group Contract Schedule.

**On Notice - Ceasing to be a Subscriber:** If the Contract Holder notifies Prudential of an Included Employer's ceasing to subscribe to the Contract Holder Trust, the Group Contract will end for that Included Employer on such cessation. But such ending will not take effect before the end of the period for which premiums have been paid for Employees of that Included Employer.

**On a Contract Anniversary - On Notice:** Prudential may end the Group Contract on the date on which less than 100 Employees are insured under the Group Contract.

**On a Premium Due Date:** Prudential may end the Group Contract with respect to an Included Employer on any Premium Due Date. But notice of its intent to do so must be given to the Included Employer at least 31 days in advance.

## **F. AGE ADJUSTMENT.**

If an age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.
- (2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

## **G. EMPLOYEE'S CERTIFICATE.**

Prudential will give the Included Employer an individual certificate to give each insured Employee. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

## **H. RECORDS - INFORMATION TO BE FURNISHED.**

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder and of the Included Employers which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder or an Included Employer may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or an Included Employer, due to clerical error, to record or report the Employee for that insurance.

## **I. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.**

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the applications of Included Employers and the individual applications, if any, of the persons insured. No statement of the Contract Holder or of an Included Employer shall be used in any contest of the insurance under the Group Contract unless it is contained in a written application.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.

## **J. MODIFICATION OF THE GROUP CONTRACT.**

The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

(1) an endorsement on it signed by an officer of Prudential; or

(2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (1) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (2) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

## **K. OTHER GOODS AND SERVICES.**

From time to time, Prudential may offer or provide Covered Persons or their Beneficiaries certain goods and services in addition to the insurance coverage. Prudential also may arrange for third party vendors to provide goods and services at a discount (including without limitation beneficiary financial counseling services and employee assistance programs) to Covered Persons or their Beneficiaries. Though Prudential may make the arrangements, the third party vendors are solely liable for providing the goods and services. Prudential shall not be responsible for providing or failing to provide the goods and services to Covered Persons or their Beneficiaries. Further, Prudential shall not be liable to Covered Persons or their Beneficiaries for the negligent provision of the goods and services by third party vendors.

## **L. CONFORMITY WITH LAW.**

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.

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# Modification Of The Group Contract

The Group Contract is modified to include the following section:

## **END OF EMPLOYMENT**

An Employee's employment ends when the Employee is no longer actively at work on a full-time basis for an Included Employer. But, for insurance purposes, an Employee's Included Employer may consider the Employee as still employed and in the Covered Classes for the insurance during certain types of absences from full-time work. The Included Employer decides which Employees with those types of absences are to be considered as still employed, and for how long. In doing this, the Included Employer must not discriminate among persons in like situations.

For the purpose of the Employee's life insurance under the Group Contract, employment in the Covered Classes will not be considered to end while the Employee: (1) is absent from work for the Employer on account of disability; and (2) has been so absent for less than six months; and (3) is not working at any other job for wage or profit.

An Employee may be considered as still employed up to any time limit for the Employee's type of absence. When so considered, the Employee's insurance under a Coverage will be continued only while the Employee is paying contributions for it at the time and in the amounts, if any, required by the Included Employer (whether or not that insurance would otherwise be Non-contributory Insurance). But it will not be continued after it would end for a reason other than end of employment. The types of absences and the time limits are shown below, subject to any exceptions.

### **TYPES OF ABSENCES AND TIME LIMITS:**

For absence due to retirement, there is no time limit.

For absence due to disability, two years following the date on which the absence from full-time work starts.

For absence due to temporary layoff or part-time employment for reasons other than disability, the end of the contract month following the contract month in which the absence from full-time work starts.

For absence due to leave of absence, there is no time limit. But in the case of an Employee on active duty in the armed forces of any country, not beyond the date of entry into such active duty.

### **EXCEPTIONS**

Employee Term Life Coverage

Retirement is not an eligible type of absence for Included Employers with fewer than 25 Employees.

An Employee will not be continued as a member of the Covered Classes beyond the date the Employee gives Prudential written proof of Total Disability. This proof must be given according to the rules of the Extended Death Benefit During Total Disability section of the Coverage.

# Modification Of The Group Contract (Continued)

## Dependents Term Life Coverage

The types of absences and limits for the Employee Term Life Coverage under the group Contract apply.

## Accidental Death and Dismemberment Coverage

Retirement is not an eligible type of absence.

## Disability Coverage

The types of absences and limits for Disability Coverage are as set forth in the Group Insurance Certificate.

# Schedule of Premium Rates

PVIB - 03

**Classes of Employees to which this Schedule applies:**

All Classes

**Applicable Coverage**

**Monthly Rate Per Employee**

All Coverages

The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).

# Schedule of Plans

**Effective Date:** March 8, 2002

Group Contract No.: PVIB - 03

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

**Covered Class:**

All Employees of Included Employers

**Plan of Benefits that Applies to the Covered Class:**

The Coverages described in the Group Insurance Certificate, and any modifications thereto made a part of the Group Contract, prepared for the PruValue<sup>SM</sup> Insurance Trust No. 1. These Certificates and modifications, if any, consist of pages derived from the following charts, prepared for use in connection with the PruValue<sup>SM</sup> Insurance Benefits plans.

**LIFE AND ACCIDENT CERTIFICATE ISSUE CHARTS:**

- 83500 BFW Forms, Ed. 10-5-00
- 83500 BSB Forms - Introductory Paragraphs, Ed. 10-5-00
- 83500 BSB Forms - Life Chunks, Ed. 5-1-01
- 83500 BSB Forms - AD&D Chunks, Ed. 5-1-01
- 83500 BSB Forms - Dependent Life Chunks, Ed. 12-21-00
- 83500 BSB Forms - Closing Paragraphs, Ed. 10-5-00
- 83500 BEL Forms, Ed. 8-10-01
- 83500 LIF R Forms, Ed. 12-12-01
- 83500 LIF T Forms, Ed. 10-5-00
- 83500 ADD R Forms, Ed. 10-5-00
- 83500 PAI R Forms, Ed. 8-10-01
- 83500 DPL R Forms, Ed. 5-1-01
- 83500 BBN Forms, Ed. 3-8-02
- 83500 BAS Forms, Ed. 12-21-00
- 83500 BCL Forms, Ed. 10-5-00
- 83500 BTE Forms, Ed. 8-10-01

LIFE AND ACCIDENT CERTIFICATE ISSUE CHARTS, (continued):



- 83500 BCT Forms, Ed. 10-5-00
- 83500 PORT Forms, Ed. 3-8-02

SHORT AND LONG TERM DISABILITY CERTIFICATE ISSUE CHARTS:

- 83500 CBH-STD Forms, Ed. 8-10-01
- 83500 CBH-LTD Forms, Ed. 9-18-01
- 83500 CERT Forms, Ed. 9-18-01
- 83500 CGP Forms, Ed. 8-10-01
- 83500 CGI-STD Forms, Ed. 8-10-01
- 83500 CBI-STD Forms, Ed. 9-18-01
- 83500 CCLM-STD Forms, Ed. 8-10-01
- 83500 CGI-LTD Forms, Ed. 8-10-01
- 83500 CBI-LTD Forms, Ed. 9-18-01
- 83500 CDB-LTD Forms, Ed. 9-18-01
- 83500 SCDB-LTD Forms, Ed. 9-18-01
- 83500 COTB-LTD Forms, Ed. 8-10-01
- 83500 CCLM-LTD Forms, Ed. 9-18-01
- 83500 COTS-LTD Forms, Ed. 9-18-01
- 83500 CGL Forms, Ed. 9-18-01

RETIREE LIFE CERTIFICATE ISSUE CHARTS:

- Retiree Life Certificate, Ed. 3-8-02

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# Application to

## The Prudential Insurance Company of America (Prudential)

**For Group Contract No.** PVIB - 03

**Applicant:** Christiana Bank & Trust Company, as Trustee of the PruValue<sup>SM</sup> Insurance Trust No. 3

**Address:** Greenville Center  
3801 Kennett Pike  
Greenville, Delaware 19807

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

It is agreed that this Application replaces any prior Application for the Group Contract.

-CHRISTIANA BANK & TRUST COMPANY, AS  
TRUSTEE OF THE PRUVALUE<sup>SM</sup> INSURANCE  
TRUST NO. 3-

\_\_\_\_\_  
(Full or Corporate Name of Applicant)

Dated at \_\_\_\_\_

By \_\_\_\_\_  
(Signature and Title)

On \_\_\_\_\_

Witness \_\_\_\_\_  
(To be signed by a Resident Agent  
where required by law)

**AMENDMENT TO GROUP CONTRACT NO. PVIB - 03**

By their signatures below, the Contract Holder and Prudential agree that the Group Contract is changed as follows:

- The insurance form listed in Column I below is attached to this Amendment; it forms part of the Group Contract as of its Effective Date. The form listed in Column I replaces, as of its Effective Date, the corresponding insurance form, if any, listed in Column II.

**Column I**

83500 GR 5034 (PVIB – 03)  
effective February 4, 2002

**Column II**

83500 GR 5022 (PVIB – 03)  
effective April 1, 1999

- Effective May 1, 2001, the name of the Contract Holder, wherever it appears in the Group Contract, will be Trustee of the PruValue<sup>SM</sup> Insurance Trust No. 3.

Date: February 20, 2002

-TRUSTEE OF THE PRUVALUE<sup>SM</sup> INSURANCE TRUST  
NO. 3-  
(Contract Holder)

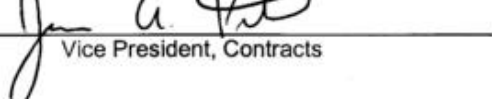
Witness:

By: \_\_\_\_\_  
(Signature and Title)

Livingston, NJ

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

February 20, 2002

By:  \_\_\_\_\_  
Vice President, Contracts

ENDTEXT

## ASSIGNMENT

Christiana Bank & Trust Company, a Delaware corporation with a place of business in Greenville, Delaware, does hereby assign, transfer and set over to First Union Trust Company, National Association, a Delaware corporation with a place of business in Wilmington, Delaware, as Trustee of the PruValue<sup>SM</sup> Insurance Trust No. 3 pursuant to the Agreement and Declaration of Trust effective on and after September 30, 1999, Group Insurance Contract No. PVIB-03 issued by The Prudential Insurance Company of America, all rights and obligations of Christiana Bank & Trust Company thereunder, including, but not limited to the right to hold and administer said contract.

IN WITNESS THEREOF, Christiana Bank & Trust Company has caused these presents to be signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Christiana Bank & Trust Company  
(Trustee)

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature & Title)

IN WITNESS THEREOF, First Union Trust Company, National Association, Trustee of the PruValue<sup>SM</sup> Insurance Trust No. 3, has caused these presents to be signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

First Union Trust Company, National  
Association  
(Successor Trustee)

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature & Title)

IN WITNESS THEREOF, The Prudential Insurance Company of America has caused these presents to be signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

The Prudential Insurance Company of America

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant Secretary

